

Purchasing Division

INVITATION TO BID (ITB)

18-053

Wildland Fire Apparatus (Brush Truck)

Highlands County Fire Department

October 2018



ITB 18-053 / BRUSH TRUCK

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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Division

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Division (“Purchasing Division”) for:

ITB NO. 18-053 Wildland Fire Apparatus (Brush Truck)

Specifications may be obtained by downloading from our website: www.hbcc.net, or on www.VendorRegistry.com. Questions should be directed at: Chris Davis, Purchasing Manager, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E Mail: cmdavis@hbcc.org.

A PRE-BID meeting will not be held for this solicitation. Each submittal shall include one (1) original and one (1) exact electronic copy (CD’s or thumb drives) of the BID submission packet.

BIDS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Ave., Sebring, FL 33870 so as to reach that office no later than **3:30 P.M., Wednesday, November 14, 2018**, at which time they will be opened. The public is invited to attend this meeting. Bid envelopes must be sealed and marked with the ITB number and name so as to identify the enclosed bid. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of responses that are incorrectly addressed, delivered in person, by mail or any other type of delivery service. One or more County Commissioners may be in attendance at the bid opening.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Bid. The Board reserves the right to waive irregularities in the Bid.

The Board does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A) For purposes of this ITB, the following terms are defined as follows:

1. Bidder means the person or entity submitting a Bid in response to this ITB.
2. Contractor means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of the purchase orders issued by the County in performance of the Scope of Work. Terms and Conditions for the County purchase orders (as referenced herein, the purchase order terms and conditions are the "contract") can be found at the County's website: <http://bit.ly/POTerms>

B) All Bids shall become the property of the County.

C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1.Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473; or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VI, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section VIII of this ITB for additional information and clarification.
- G) Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.

- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB with documentation of such authority provided with the Bid submission.
- N) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 4. **Special Requirements / Evidence of Insurance:**
 - a. A copy of the Bidder's current certificate of insurance **MUST** be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation,

modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII".
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

O) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this

Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- Q) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R) Each Bid must contain proof of enrollment in E-Verify.
- S) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- V) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- W) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- X) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.
- Y) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Z) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- AA) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may

be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.

-END OF SECTION-

SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR ITB 18-053

- A) **ADDENDUMS**: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.hbcc.net. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- B) **AFFIRMATION**: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- C) **COUNTY EMPLOYEES / CONFLICT OF INTEREST**: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- D) **MISUNDERSTANDINGS**: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- E) **ASSIGNMENT OF CONTRACT**: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.
- F) **COMPLAINTS**: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

- G) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VIII of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section IX of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- H) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- J) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

-END OF SECTION-

IV. GENERAL SPECIFICATIONS FOR ITB 18-053

Highland County

Wildland Fire Apparatus (Brush Truck)

2019 Ram 4500 Four Door Cab Diesel 4X4

Article 1: OVERVIEW

- 1.1 The County seeks a manufacturer to build and deliver to County a 2019 Ram 4500 Four Door Cab, Diesel 4x4 for use by the County as a wildland fire apparatus (brush truck) pursuant to the specifications set forth in this ITB.
- 1.2 The County's Project Manager is Mr. Marc Bashoor, Public Safety Director.
- 1.3 The Contractor shall provide a complete apparatus equipped as specified herein including all furnishings and shall complete satisfactory delivery to the County. The design of the apparatus must embody the latest approved automotive design practices, and the workmanship must be of the highest quality in its respective field. Construction of the apparatus must be heavy duty and include ample safety factors. The apparatus must be constructed to allow ready removal of any component for service or repair. The apparatus shall conform to the most recent National Fire Protection Association "Standard for Automotive Fire Apparatus, NFPA no. 1906, and "Standard for Wildland Fire Apparatus", NFPA no. 1901, unless more stringent specifications are set forth in this document. Only the specified firefighting support equipment listed in these specifications shall be provided. The apparatus shall further conform to all federal motor vehicle safety standards without exception. Upon request by the County, a Bidder shall submit drawings and detailed specifications concerning the manufacturing of the apparatus, including size, location, type, and model of component parts being furnished, as well as detailed information on the materials anticipated to be used in constructing all facets of the apparatus.
- 1.4 The Bidder shall:
 - A. Possess all licenses necessary to manufacture and sell the apparatus, a motor vehicle, to County and attach copies of such licenses to the Bid.
 - B. Employ full-time parts personnel with a toll-free access number.
 - C. Employ a full-time electrical troubleshooter with a toll-free access number.
 - D. Employ a full-time warranty representative with a toll-free access number.
 - E. Submit a written policy of warranty provisions and a written policy regarding how warranty service claims will be handled for the apparatus purchased pursuant to this Bid.
 - F. Furnish satisfactory evidence of Bidder's ability to construct the apparatus as specified and state the location of the factory where the apparatus will be built.

- 1.5 **PURCHASE ORDER**: The awarded Bidder shall not proceed with delivery (or ordering of goods where applicable) until receipt of a purchase order.
- 1.6 **CHANGE ORDER(S)**: The Bidder shall have approval from the County, in writing, prior to fulfillment of any change order.
- 1.7 **FAILURE TO PERFORM**: Failure to complete the delivery of a satisfactory Wildland Fire Apparatus as scheduled will result in written notice to the Bidder terminating its rights to proceed as to the purchase order. Bidder shall not, however, be responsible for delays in service due to:
- Unavoidable mechanical breakdowns
 - Strikes
 - Acts of God
 - Fire
- provided the Highlands County Purchasing Manager is notified in writing by the Bidder of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.
- 1.8 **CONTRACT**: A written contract must be signed by Bidder and the County prior to issuance of a Purchase Order. The attached document entitled "SAMPLE CONTRACT" is a sample of the contract that is a part of this ITB.
- 1.9 **SPECIFICATION DRAWINGS**: Within 15 days of County's request for submission of detailed drawings as described in paragraph 1.3, the lowest Bidder (incorporating warranty terms) shall submit to County detailed drawings of the apparatus to be manufactured, as specified in paragraph 1.3. Drawings shall incorporate specifications contained in this ITB, and shall be to the satisfaction of the County. If the County is not satisfied with the drawings, the County may request the next lowest Bidder (incorporating warranty terms) to supply drawings and so forth until the County is satisfied with the responsiveness and specifications submitted by a Bidder.
- 1.10 **OPTION**: Bidder may submit a warranty bond priced as an option with the Bid.

Article 2: REQUIRED DOCUMENTATION, DELIVERY, TRAINING

- 2.1 In addition to the apparatus itself, Contractor shall deliver to County the following:
- A. Detailed specifications of the apparatus, as requested by the County, including measurements of the wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure.
 - B. Detailed specification drawings of the apparatus prior to commencement of construction; and at various stages thereafter, as requested, for review and approval by County. Modifications shall be made at County's request.
 - C. Certificate of weight of the completed and fully loaded apparatus, measured by certified scale. "Fully loaded" means the in-service weight as set forth by NFPA

1901 section 12.1.2 including, but not limited to, a full tank of water, all equipment installed, a load equal to the average combined weight of the total containing the number of persons for which the apparatus provides seats, and all miscellaneous equipment. County will not accept delivery of the apparatus or pay for the apparatus until certified weighing has been completed.

2.2 DEMONSTRATION OF VEHICLE

Contractor shall provide County with a complete demonstration of the vehicle and general operating instructions at a location determined by County for a one (1) day period. Training requirements and scheduling shall be at the direction of the County's Project Manager.

2.3 INSPECTION. No less than fifteen (15) days before the scheduled date of delivery of the apparatus, Contractor shall provide written notice to County of the date that the apparatus is scheduled to be delivered to the County's place of destination for inspection. Contractor and County will agree upon a date for demonstration of the apparatus by Contractor and initial inspection by County. Inspections shall be conducted by Contractor at Contractor's expense. Contractor shall provide a technician to accompany County on the demonstration and initial inspection. The initial inspection, which shall be of sufficient duration to allow County to adequately inspect and test all aspects of the apparatus; shall include a demonstration by the technician of the full array of the functions and parts of the apparatus. Following the initial inspection, the County shall commence its final inspection within fifteen (15) days of the initial inspection. Upon completion of the final inspection and the Contractor's correction or other resolution of any defects discovered during the inspections, County will be deemed to have accepted the apparatus, and Contractor may proceed to complete delivery of the apparatus. Upon delivery, the payment of the purchase price will be due and owing from County.

2.4 DELIVERY OF THE APPARATUS: The apparatus shall be delivered to County free and clear of all liens and encumbrances. The apparatus itself shall be delivered Free-on-Board (F.O.B.) Destination to and Delivered at Place (DAP) with Contractor providing insurance until delivery to County at a location identified by the County's Project Manager. Two sets of complete operator and service manuals (manuals shall be bound or in three-ring binders, and in a logical and organized format, and shall include all required certification and warranty information) shall be provided to the County's Project Manager at the time of apparatus delivery.

2.5 SPECIFICATIONS OF APPARATUS: Contractor shall provide the apparatus/vehicle with the specifications detailed in the Articles below, pursuant to the National Fire Protection Association standards. Weight balance and distribution of load shall be in accordance with the recommendations of the National Fire Protection Association. Contractor shall conduct a road test of the fully loaded apparatus with a continuous run of twenty (20) miles or more. During this road test, the apparatus shall show no loss of power or overheating, and all components of the apparatus shall run quietly and be free from abnormal noise or vibration. Failure to meet test requirements may result in rejection of the apparatus. A final inspection will be conducted of the apparatus by the County at the time of delivery, as set forth in section 2.3, above. Should a defect or deviation from specifications be noted at the final inspection, the apparatus will not be accepted and shall be returned to Contractor, at Contractor's expense, for correction.

Article 3: LABELING

3.1 FLUID DATA PLAQUE

A fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, meeting current National Fire Protection Association (NFPA) standards as follows:

- A. Engine oil
- B. Engine coolant
- C. Chassis transmission fluid
- D. Drive axle lubrication fluid
- E. Power steering fluid
- F. Pump transmission lubrication fluid
- G. Other NFPA applicable fluid levels or data as required.

Location shall be in the driver's compartment or on driver's door.

3.2 OVERALL HEIGHT DATA PLAQUE

The cab dash area shall have a highly visible plaque indicating the maximum overall height of the vehicle.

3.3 "NO RIDE" LABEL

A "NO RIDE" label shall be located on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

3.4 PERSONNEL PAYLOAD CAPACITY

A label shall be installed in cab to denote that five (5) personnel may be carried for engineering purposes.

Article 4: DODGE RAM 4500 CHASSIS Specifications

Contractor shall provide a 2019 RAM 4500 Crew Cab SLT 4X4 Chassis with 60" cab to axle with the following:

- a. Flame RED color with clear coat
- b. interior, gray color
- c. 6.7L Cummins Turbo Diesel
- d. AISIN Heavy Duty 6 Speed Automatic Transmission
- e. Limited slip axles with 4.88 ratio
- f. 16,500 # GVWR
- g. 225/70RX19.5G BSW all traction tires

- h. 19.5" steel wheels
- i. Front seating – two (2) seats without middle seat
- j. Rear seating HD gray vinyl 40-20-40 bench seat
- k. 60" cab to axle
- l. SLT value package - AM/FM stereo radio with 2 speakers, clock, light tinted windows, tachometer, trip odometer, front reading lights, outside temperature display,
- m. Power windows
- n. Power door locks
- o. Power folding mirrors
- p. Chrome front bumper
- q. Chrome front grill
- r. Manual telescopic/tilt steering wheel
- s. 4X4 manual shift transfer case
- t. Transfer case skid plate
- u. Operator commanded regeneration
- v. 220A HD alternator
- w. 173.4" wheel base
- x. Ambulance Group Package
- y. Full size spare tire mounted on top of the water tank.
- z. Trailer brake controller
- aa. Warn winch on front bumper

Article 5: WHEEL/WHEEL COVERING

The wheel / wheel coverings of the apparatus shall conform with the following specifications:

- Aluminum wheels or Stainless steel wheel covers for the front wheels and rear dual wheels to include SS lug nut covers and SS center covers.
- Valves stem extensions on both front and all four rear wheels to check tire pressures.

Article 6: BODY SPECIFICATIONS:

The body of the apparatus shall conform with the following specifications:

- Aluminum flatbed body made of .188 aluminum decking on top of 2x3x.25 6061 aluminum tube cross members with a 6x2.034 6061 aluminum perimeter structure. An aluminum headache rack shall be provided with the same contour as truck cab.
- Aluminum mounting brackets will extend forward from the headache rack above the cab for light bar and antennas. The body will be approximately 140.5" long x 96" wide with 6" tall channel side rails for mounting of dot lighting and warning lights. The side rails will also provide for the application of NFPA reflective material.
- Rear bed corners to be a 45 degree angle
- Flip down bed step attached to the right front of the body and to stow in the upright position with a quick release pin to secure the step when stowed.
- Deck Lighting Amdor 12" LED with bracket 3 each
- Body will have a **ten year warranty.**

6.1 REAR STEP BUMPER

A black steel 6" with 2" drops on each end of the rear step bumper shall be provided with non-slip surface secured to rear chassis frame for access to rear of body (flatbed).

6.2 DIESEL FILL

Shall be Located at the rear of body on the left side of the bed with ease of access.

6.3 LABEL: "DIESEL FUEL ONLY"

Located above the fuel filler housing shall be a label that designates "diesel fuel only". It shall be black with white or equivalent contrasting letters a minimum of ½" high.

6.4 REAR MUD FLAPS

There shall be a set of 18 x 24" mud flaps with no-sail Brackets installed behind the rear chassis wheels.

6.5 DOT LIGHTING

- DOT lighting on the apparatus body shall be Optronics led
- Brake lights shall be RED LED
- DOT marker lights shall be RED/AMBER LED
- Reverse lights shall be CLEAR LED
- Turn signals shall be AMBER LED

6.6 BACK-UP ALARM

An automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

6.7 TOW HITCH

Contractor to include an adjustable receiver and 7 way electrical connections for trailer and shall be fixed to the rear bumper.

Article 7: BODY COMPARTMENTS

Three body compartments shall be behind the headache rack on the flatbed deck; one on the passenger side and two on the driver's side. Two underbody compartments shall be installed under the flat bed decking and one on the left side front and one on the right front side. Compartments shall be constructed of .125" smooth aluminum plate. A single door per compartment shall be provided and constructed from 125" aluminum bright tread plate. Doors shall be vertically hinged at the front with a rotary slam latch. A stainless steel piano hinge shall be provided. Two 20" Lumabar compartment lights shall be provided for each compartment and will illuminate when the compartment door is ajar. Each compartment will have 11 cubic feet of storage space.

7.1 REAR ONE (1) COMPARTMENT on the rear of the bed shall have a compartment door opening in the downward position with two push button type latches with a poly slide out board for equipment storage between the frame rails.

7.2 LEFT ONE (1) MEDICAL COMPARTMENT

36" Long 30"Height 18"Depth box shall have two adjustable shelves.

7.3 LEFT TWO (2) Self Contained Breathing Apparatus (SCBA) COMPARTMENTS

36" Long 30" Height 18" Depth An air vent with a weather proof shield shall be located on the side of the compartment for fresh air circulation.

7.4 LEFT THREE (3) UNDERBODY COMPARTMENTS

32" Long 18" Height 20" Depth

7.5 RIGHT ONE (1) EQUIPMENT COMPARTMENT

76" Long 30" Height 18" Depth, Rear wall, bottom floor and sides of box shall be lined with PAC TRAC tool board. An air vent with a weather proof shield shall be located on the side of the compartment for fresh air circulation.

7.6 RIGHT TWO (2) UNDERBODY COMPARTMENTS

32" Long 18" Height 20" Depth

Article 8: ALUMINUM MESH TOOL STORAGE TRAYS

Aluminum mesh tool storage trays shall be framed with 1 "aluminum angle shall be installed on top of each body compartment. Trays shall be approximately 6" tall and be equipped with a black nylon cargo net on the top to secure tools and equipment. Cargo net shall be easily and quickly removable for access to equipment. Trays shall be consistent with the length of the compartments.

Article 9: HANDRAILS

- A 36" aluminum handrail shall be provided at the rear of the body to assist in operation of the apparatus
- A 12 "Aluminum handrail shall be provided at the right front of the bed to access the bed from the flip step.

Article 10.0 ELECTRICAL AUXILIARY SWITCH

A Pollack Model 51-902 quarter tum switch shall be located within easy reaches of the driver and control auxiliary electrical accessories on the apparatus.

A green indicator light shall be provided and shall illuminate when the switch is in the "on" position.

Article 11.0 LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The following specifications describe the low voltage electrical system on the specified brush truck type fire apparatus. The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is rated. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards,

except when good engineering practice requires special construction. The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels. The wiring between the cab and body shall be split using Deutsche type connectors or an enclosed junction panel. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system. Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in an electrical junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

11.1 The electrical system shall meet the following specifications:

- A) Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- B) The electrical wiring shall be harnessed or be placed in a protective loom.
- C) Heat shrink material and sealed connectors shall be used to protect exposed connections.
- D) Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof, if applicable.
- E) Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- F) A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- G) All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

11.2 CAB DOME LIGHTS:

In addition to the OEM provided dome lights, two Whelen red/clear led dome lights shall be installed adjacent to each front cab seat. Each light shall be individually controlled and easily reached from the seated and belted position by the driver and passenger. The white light shall come on when a cab door is ajar.

Article 12 CENTER CONSOLE

Custom center console to include:

- a. Two cup holder.
- b. Mounting for fire department radio.
- c. Mounting for Whelen 295SDA1 siren controller.
- d. Mounting for power call siren switch.
- e. 12 volt round power outlet with cover.
- f. Dual USB outlets.
- g. Arm rest installed on each side of console for one driver and one for officer.
- h. Map book and storage compartment at the rear of the console.
- i. Red led door ajar light attaches to four cab doors and all compartment doors.

Article 13: COMPUTER STAND/MOUNT

- a. Ram mount model (TBD) to mount on the right side of the center console
- b. power to computer shall be on constant
- c. dealer shall Supply and install a 400 watt power inverter

Article 14 GROUND LIGHTS

Six Lumabar 12" ground lights led shall be provided. One shall be located under each cab door and two under the truck body. Lights shall be activated by the door switch and have a manual override switch on the siren/light control head.

Article 15 EMERGENCY WARNING LIGHTS: Emergency Warning Lights shall be switched in the chassis cab with labeled switching in an accessible location. Individual rocker switches shall be used for warning lights provided. All electrical equipment switches shall be mounted on a switch panel located in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function. A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way".

15.1 LOWER PERIMETER EMERGENCY WARNING LIGHTS

- a. Front grill Two Whelen M7 Red/White
- b. Front fenders Whelen M4 Red/Amber one each side
- c. Front sides of bed One Whelen M4 Red/Amber each side
- d. Rear sides of bed One Whelen M4 Red/Amber each side
- e. Rear of bed One Whelen M7Red/Amber one each side

15.2 UPPER EMERGENCY WARNING LIGHTS

- a. Warning lights shall include a Whelen Freedom 52" LED Light bar with all clear lens installed on the apparatus body headache rack and to have front facing red and white flashing LED light heads and the rear section shall have red and amber flashing LED light heads. There shall be no blank space within the light bar.
- b. Rear of bar shall have traffic advisor Options.
- c. Front white light shall be take down mode and flashing emergency mode.
- d. Each side shall have Alley take down option that shall flash when in emergency mode.

15.3 SCENE LIGHTING

- a. One 24 inch Whelen pioneer plus double stack led off road light mounted to the brush guard for front scene illumination
- b. One Whelen pioneer plus dual slim liner double mounted on each side on top of the L1 and R1 boxes for side scene illumination
- c. Two Whelen pioneer plus slim liner single mounted rear facing on the top of the L1 and R1 boxes for rear scene illumination

Article 16 SIREN, SPEAKER AND SWITCH PANEL

- a. A Federal Signal electric EQ2B siren with mic and PA shall be provided and shall be full function and operate a Federal Signal SW300-012 speaker mounted on the front of the apparatus.
- b. Whelen Howler low tone warning device.
- c. Powercall siren
- d. Whelen 295SDA1 siren controller
- e. ES100 siren Speakers 2 each
- f. Whelen 6 switch control

Article 17: WATER/FOAM TANKS, PUMPS, PLUMBING, CONTROL PANEL, ACCESSORIES

17.1 – A two hundred ninety (290) GALLON WATER WITH AN INTEGRATED ten (10) GALLON FOAM CELL POLY TANK

A 290 gallon polypropylene water tank with a **Lifetime Warranty** shall be provided by Contractor. The tank will be constructed of ½" thick polypropylene sheet stock. The material shall be a non-corrosive stress relieved thermoplastic, and U.V. stabilized for maximum protection. The transverse swash partitions shall be manufactured of 3/8" polypropylene, and extended from approximately 4" off the floor to just under the cover. The longitudinal swash partitions shall be constructed of 3/8" polypropylene and extend from floor of the tank through the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well as to the walls of the tank. The tank shall have a combination vent and manual fill tower and sight gauge. The fill tower shall be constructed of 3/8" thick polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The tower shall have a ¼" thick removable polypropylene screen and a polypropylene hinged-type cover. The water tank shall be installed to manufacturer's requirements.

ADDITIONAL STORAGE ON THE TOP OF THE TANK FOR TWO FIVE GALLON PAILS OF FOAM.

Spare tire to be mounted on top of the tank.

17.2 PUMP AND PLUMBING

The pump shall be a Hale HP200-BXB18 Briggs & Stratton engine with electric start and standard primer shall be provided. Pump will be mounted on skid frame for ease of operation and in such a manner that priming is not necessary when pumping from tank. A stainless steel common manifold will be provided to help prevent friction loss. Unit shall have a 2½" external intake for drafting and hydrant capabilities with a stainless steel valve. A 2½" chrome plug and chain will be provided. A 3" tank to pump will be provided with stainless steel valve. One (1) 1½" discharge with 1½" stainless steel valve will be provided and plumbed to the rear with a chrome cap and chain. Discharges will be provided as follows. One (1) will be plumbed to the hose reel a 1" tank fills/ recirculating line will be installed. All plumbing will be stainless steel or flexible hose with stainless steel connectors. All valves will be stainless steel fire service valves. All fire hose connections will be NST. The pump shall be supplied with a remote mounted control panel with Valves and manifolds. All stainless steel plumbing will have a **Ten (10) Year Warranty.**

17.3 FOAM SYSTEM

Class A BLIZZARD WIZARD foam system shall be installed and controlled from the pump panel area.

17.4 PUMP PANEL shall include, master switch a lighted pump panel with a liquid filled 1.5 inch pressure gauge, start, stop switch, a choke lever, a throttle lever, primer lever and an oil pressure warning light and a work light switch will be provided on rear mounted pump panel for ease of operation at ground level and will also be provided in the center console area for mobile operations. The panel shall be constructed out of aluminum or painted steel to prevent corrosion.

17.5 INTELLI-TANK WATER LEVEL GAUGE

A Class 1 Intelli-tank LED water level and A Class 1 Intelli-tank LED foam level gauge shall be installed on the rear body console area.

17.6 FUEL TANK FOR PUMP

A 3.2 gallon gasoline fuel tank shall be provided for the pump engine. The tank will be enclosed in an aluminum tread plate enclosure and securely mounted to the flatbed deck behind the curbside compartment.

17.7 HANNAY HOSE REEL

A Hannay SBEF-24-30-31 electric hose reel with rollers shall be provided on driver's side rear corner facing the rear. A single roller and spool assembly will be provided. The hose reel shall have electric rewind controlled by a momentary push button switch located in the base of the hose reel. The hose reel shall have the capacity for three 50' foot sections of 1" red rubber booster hose for a total of 150 feet.

17.8 NOZZLE

1" bubble cup nozzle and mount

17.9 HOSE

1" rubber booster hose
Four 50 foot sections

Article 18: MASTER DISCONNECT SWITCH

Pollack battery switch

Article 19: RUNNING BOARDS

Go Industries Rancher running boards installed under each cab door. The running boards will be finish powder coated black.

Article 20: FRONT BUMPER

Go Industries Rancher CHROME bumper with winch bracket and headlamp protector bar - 1 each side Warn 12 volt Winch model M12000 installed on front bumper with removable harness controller.

Article 21: DOT Safety Kit

Triangular Reflectors and a 20lb ABC Fire Extinguisher

Article 22: GRAPHICS AND PAINT

- a. Top of cab will be BLACK
- b. Bottom of body will be Dodge factory flame red
- c. Paint break will have a 1 inch gold leaf striping.
- d. Customer will provide images of paint break and decals of current apparatus.
- e. Department name on front left and front right door in gold leaf
- f. Reflective white 14 inch Apparatus ID on the cab roof
- g. Three inch black reflective striping on the C channel of the bed on left, right and rear sides.
- h. Apparatus ID on both front fenders in gold leaf
- i. Department name and Apparatus ID on rear of truck in the Channel
- j. NFPA Chevron reflective striping on the rear of the apparatus.
- k. Apparatus ID on front bumper in white reflective

Article 23: BATTERY CHARGER & SHORELINE AUTO EJECT

A Kussmaul 20amp auto eject will be provided and installed at the driver's rear of the apparatus bod. The cover shall be RED. The auto eject will be connected to a Kussmaul auto charge 2000 battery charger installed on the apparatus to maintain a charged level on the apparatus batteries.

Article 24: EQUIPMENT PAYLOAD WEIGHT ALLOWANCE

In compliance with NFPA #1906 standards, the apparatus shall be engineered to provide an allowance of 500 pounds of fire department-provided loose equipment.

Article 25: WARRANTY

- Full (parts and labor) one (1) year bumper to bumper mechanical warranty, excluding normal wear and tear items.
- Longer warranties for certain equipment / parts may apply, as set forth within the ITB including:
 - Body: ten (10) year warranty
 - Polypropylene water tank: Lifetime Warranty
 - Stainless steel plumbing: ten (10) year warranty

Article 26: OEM WARRANTY

OEM chassis manufacturer's standard warranty.

Article 27: ADDITIONAL EQUIPMENT

27.1 -- Tool mounting and mounts allowance shall be provided by the dealer

- a. Two SCBA brackets with straps for SCBA's to be locked and securely in place and installed in the LEFT 2 compartment.
- b. Mount for all adapters and appliances
- c. Mount for all hand tools
- d. Mount for chain saw
- e. Mount for IRONS

27.2 -- Two Streamlight (orange) 90 degree LED rechargeable flashlights and charging base installed in the LEFT 2 compartment.

27.3 -- Window tint shall be installed on all four cab doors to include the rear windshield and a strip on top of the front windshield.

27.4 -- County will supply the fire department radio and antenna.

27.5 -- Collapsible traffic cones, five 28 inch cones to include carrying case.

27.6 -- Hanscom back up camera with monitor to be mounted inside of cab location (location will be determined at a later time)

-END OF SECTION-

SECTION V. BID SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT IDENTIFICATION: ITB 18-053 – Wildland Fire Apparatus (Brush Truck)

BID SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DIVISION

BID SUBMITTED BY:

 Bidding Firm's Name

 Bidding Firm's Address 1

 Bidding Firm's Address 2

 Contact's Name (Print)

 Contact's E-mail Address

 Contact's Phone Number

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

Date	Number	Date	Number	Date	Number	Date	Number

BID SUBMITTAL FORM (continued)

- The following documentation is included with this Bid:

Document	Check if included or circle one		
Completed Bid Form and Price Sheet (page 27-29)	Required	YES	NO
Drug-Free Workplace Certification (page 30)	Required	YES	NO
Public Entity Crimes Sworn Statement (page 31-32)	Required	YES	NO
Discrimination Certification (page 33)	Required	YES	NO
Scrutinized Companies Certification (page 34)	Required	YES	NO
Acord Insurance Form (sample copy from Vendor)	Required	YES	NO
E Verify Certification (page 35)	Required	YES	NO
Local Preference Affidavit (page 36)	If Applicable	YES	NO
Women / Minority Business Enterprise Certification	If Applicable	YES	NO
Copies of required licensing	If Applicable	YES	NO
Warranty Service Claim Policy	Required	YES	NO
Evidence of ability to construct apparatus	Required	YES	NO

- Pricing:

The undersigned agrees to provide the item at the price listed below:

	ITEM	PRICE
1	Wildland Fire Apparatus (Brush Truck)	\$ _____ (in numbers) _____ (in words)
		TOTAL: \$ _____

- Delivery of the apparatus to County will occur _____ days from the date on which County's purchase order is submitted to the Contractor.
- Exceptions to Bid: Please attach a separate paper to discuss each exception, or list below.

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____, 20_____.

COMPANY: _____

SIGNATURE: _____ (seal)

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SECTION VI. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
ITB 18-053**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

ITB 18-053

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On _____ day of _____, 20_____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20_____.

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES
ITB 18-053**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

ITB 18-053

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM**

ITB 18-053

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

**SECTION VII. LOCAL VENDOR AFFIDAVIT
LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
- by _____
[Print individual's name and title]
- for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES ____ NO ____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES ____ NO ____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES ____ NO ____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this ____ day of _____, 20 ____.

NOTARY PUBLIC

SEAL

Commission Expiration Date

SECTION VIII. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

*Mrs. Chris Davis, Purchasing Manager
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33875
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org*

SECTION IX. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing **by 5 P.M. on Monday, November 5, 2018** to the contact referenced in Section VIII.

SECTION X SAMPLE CONTRACT

CONTRACT

This Contract for the purchase of Wildland Fire Apparatus (Brush Truck) ("Contract") is made as of this ____ day of _____, 2018, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____, a _____ corporation ("Contractor").

ARTICLE 1. SCOPE OF PURCHASE AND SALE. Contractor agrees to provide County with the Fire Apparatus as offered by Contractor in response to ITB 18-053 ("ITB"), the terms of such offer are incorporated herein by reference and form a part of the scope of the purchase and sale of the Fire Apparatus. On the terms and subject to the conditions provided below and Contractor's Bid in response to ITB 18-053, County agrees to purchase from Contractor one Fire Apparatus, together with all of its machinery, equipment, gear, and, including without limitation all assets listed in the ITB and Contractor's Bid documents, and all applicable warranties received from Contractor.

The precedence of documents comprising the parties' agreement shall be: 1) this Contract; 2) purchase order; 3) the ITB; and 4) Contractor's Bid. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of the National Fire Protection Association, including specifications set forth in NFPA no. 1906 (Standard for Automotive Fire Apparatus) and NFPA no. 1901 (Standard for Wildland Fire Apparatus). Specific design and construction specifications are as set forth in the ITB. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. PURCHASE PRICE AND PAYMENT. The total "Purchase Price" of the Fire Apparatus is \$_____ [in figures] (____) [in words] and will be paid to Contractor following inspection, delivery, and acceptance by County of the Fire Apparatus.

ARTICLE 3. DELIVERY OF FIRE APPARATUS. Contractor will commence manufacturing of the Fire Apparatus upon the execution of this Contract, and will use due diligence and dispatch to have the Fire Apparatus delivered on _____, 20__ ("Delivery Date").

ARTICLE 4. INSPECTION AND DELIVERY OF FIRE APPARATUS.

- 4.1 No less than fifteen (15) days before the scheduled date of delivery of the Fire Apparatus, Contractor shall provide written notice to County of the date that the Fire Apparatus is scheduled to be delivered to the County's place of destination and inspection, _____, Sebring, FL 33875. Contractor and County will agree upon a date for demonstration of the Fire Apparatus by Contractor and initial inspection by County. Inspections shall be conducted by Contractor at Contractor's expense. Contractor shall provide a technician to accompany County on the demonstration and initial inspection. The initial inspection, which shall be of sufficient duration to allow County to adequately inspect and test all aspects of the Fire apparatus; shall include a demonstration by the technician of the full array of the functions and parts of the Fire apparatus. Following the initial inspection, the County shall commence its final inspection within fifteen (15) days of the initial inspection. Upon completion of the final inspection and the Contractor's correction or other resolution of any defects discovered during the inspections, County will be deemed to have accepted the Fire apparatus. If County fails to complete a final inspection of the Fire Apparatus within thirty (30) days of the initial inspection, unless another date is agreed upon by County and Contractor, County shall be deemed to have accepted the Fire apparatus, and Contractor may proceed to complete delivery of the Fire Apparatus as outlined in paragraph 4.2. Upon acceptance, the payment of the Purchase Price will be due and owing from County.
- 4.2 The Fire Apparatus shall be delivered to County free and clear of all liens and encumbrances. At the date and place of delivery, Contractor shall deliver to County the Fire Apparatus and the following documentation:
- (i) a bill of sale;
 - (ii) certificate of weight as set forth in the ITB;
 - (iii) two sets of complete operator and service manuals (manuals shall be bound or in three-ring binders, and in a logical and organized format, and shall include all required certification and warranty information);
 - (ii) copies of warranties provided by manufacturers and suppliers of equipment and materials furnished by or through Contractor.

ARTICLE 5. WARRANTY.

- 5.1 Contractor warrants that the Fire Apparatus will be manufactured solely by Contractor and will be of new, unused quality, properly manufactured and in good functioning order as designed and advertised.
- 5.2 Contractor warrants that the Fire Apparatus will be free from defects in material and workmanship under normal use and service and that the expected lifetime of the Fire Apparatus is approximately fifteen (15) years. The obligation of Contractor under this

warranty shall be to repair or replace the Fire Apparatus in accordance with the terms of this Contract.

- 5.3 This warranty is expressly in addition to all other warranties and representations, expressed or implied, and all other obligations or liabilities on the part of Contractor or any other Contractor of parts or provider of services.
- 5.4 This warranty shall not apply to the Fire Apparatus if the Fire Apparatus has been repaired or altered outside of the terms of this Contract, so as to affect the stability or reliability of the Fire apparatus, or if the Fire Apparatus has been subject to misuse, negligence, or accident.

ARTICLE 6. RISK OF LOSS AND INSURANCE.

- 6.1 During any applicable manufacturing period and until County accepts the delivery as provided herein in Article 4, Contractor retains all risk of loss or damage to the Fire Apparatus.
- 6.2 In the event that County requests, Contractor will cause the County to be named as an additional insured and loss payee to the extent of Contractor's interest in the Fire Apparatus, and all other items identified to the Fire Apparatus on Contractor's liability insurance policy. County shall be an additional insured for losses associated with the delivery of the Fire Apparatus and any other items identified to the Fire Apparatus at their full replacement value. A copy of such policy shall be provided to County prior to Contractor's commencement of delivery of the Fire Apparatus to County.

6.3 CORRECTION PERIOD.

- A. If within one (1) year after the date of acceptance of the Fire Apparatus by County, or within such longer period of time as may be prescribed by the terms of any applicable warranty provided by a parts Contractor, service provider or the Contractor, or as by written agreement, any part (including paint) or function of the Fire Apparatus is found to be defective or need repair, then Contractor shall promptly provide and pay for transport of the Fire Apparatus to Contractor's repair site or send a technician to the County to make the repair and correct any defective parts or function of the Fire apparatus, in accordance with County's written request.
- B. If Contractor does not promptly comply with the terms of County's written request, or, in an emergency where delay to make the repair or to correct a defective part or function of the Fire Apparatus would cause serious risk of loss or damage to County, County has authority to obtain repair of the Fire Apparatus or to have the Fire Apparatus removed and replaced if efforts to repair the Fire Apparatus are

not effective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. Where a repair has been effected under this Article, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such repair has been satisfactorily completed.

ARTICLE 7. COUNTY'S DEFAULT. In the absence of default by Contractor, County will be deemed to be in default upon the occurrence of any of the following events:

- a. Failure to pay the Purchase Price when due and owing Contractor; or
- b. Failure to accept the Fire Apparatus without a reasonable basis for such refusal.

County will have thirty (30) days from receipt of written notice of default from Contractor in which to cure County's default.

ARTICLE 8. CONTRACTOR'S DEFAULT. Contractor will be deemed to be in default upon the occurrence of any of the following events:

- a. Contractor's failure to commence or advance delivery of the Fire Apparatus with reasonable diligence that would enable the delivery of the Fire Apparatus in a timely fashion as set forth in Article 3 of this Contract;
- b. Contractor's failure to deliver the Fire Apparatus and provide for demonstration and inspection of the Fire Apparatus in accordance with the terms of this Contract;
- c. Contractor's failure to repair or replace the Fire Apparatus in compliance with the warranties and other terms of this Contract; and
- d. Contractor's failure to perform any other material covenant or obligation as set forth in this Contract or the Specifications.

Contractor shall have thirty (30) days from receipt of written notice of default from County in which to cure the default. In the event that Contractor fails to cure a default, County is entitled to cure the default and seek reimbursement from Contractor for all costs, fees, and other expenses, including attorney's fees and court costs from Contractor. Further, County is entitled to proceed directly to assert a legal claim against Contractor and recover all attorney's fees and court costs associated with such claim and litigation.

ARTICLE 9. AMENDMENT OR WAIVER. This Contract may be changed, discharged, or terminated only by writing signed by all parties hereto. No waiver of any provision of or performance, right or obligation under this Contract shall be valid except when delivered to the other parties to this Contract pursuant to the notice provisions of Article 15 of this Contract. No delay or omission by any party in

exercising any right with respect hereto shall operate as waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

ARTICLE 10. SEVERABILITY. To the extent any provision of this Contract is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

ARTICLE 11. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

ARTICLE 12. ENTIRE AGREEMENT. This Contract, along with the ITB, purchase order, Contractor's Bid, and all exhibits hereto, is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements and representations, and it shall not be amended or modified except in a writing signed by each party. Thus, this Contract and all incorporated documents constitute the entire Contract between the parties relating to the Fire Apparatus.

ARTICLE 13. BINDING EFFECT. All of the terms of this Contract, as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the Contractor and the County.

ARTICLE 14. CONSENT OF JURISDICTION AND VENUE. In the event that any party to this Contract commences a lawsuit or other proceeding relating to or arising from this Contract, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

ARTICLE 15. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: Highlands County Board of County Commissioners
Public Safety Director
6850 West George Blvd.
Sebring, FL 33875
Attn: Marc Bashoor

with copy to: Highlands County Attorney's Office
600 South Commerce Avenue
Sebring, FL 33870
Attn: Joy Carmichael, Esq.

To Contractor: _____

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Marc Bashoor, Public Safety Director (“Project Manager”)

The Contractor: _____

ARTICLE 16. ASSIGNMENT. This Contract may not be assigned by any party hereto or to any other person or entity without the prior written consent of the other party. Headings are for convenience only and do not affect, limit or control the meaning, effect or application of any provision of this Contract. No consent or waiver, express or implied, of any right, obligation, breach or default under or affected in any way by this Contract by any party will be deemed a consent or waiver of any other breach or default by that party. This Contract may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart. This Contract shall be binding upon Contractor and County and upon the respective, heirs, legal representatives, successors and assigns.

ARTICLE 17. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 18. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 19. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 20. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract, Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 15.1 Keep and maintain public records required by the County to perform the services.
- 15.2 Upon request of the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 15.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if Contractor does not transfer the records to the County.
- 15.4 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

By: _____
 Robert W. Germaine, Clerk

HIGHLANDS COUNTY, a political subdivision of the State of Florida
 By its Board of County Commissioners

By: _____
 Name: R. Greg Harris, Chairman

ATTEST:

By: _____
 Print Name: _____

 a _____ corporation
 By: _____
 Name: _____

---END OF ITB---